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6 **Attorneys for Plaintiff MARK SNOOKAL**

7
8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10
11 MARK SNOOKAL, an individual,

) CASE NO.: 2:23-cv-6302-HDV-AJR

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) **PLAINTIFF MARK SNOOKAL'S
MEMORANDUM OF CONTENTIONS OF
FACT AND LAW [F.R.Civ.P. 16; Local
Rule 16-4]**

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) District Judge: Hon. Hernan D. Vera
12 Plaintiff,
13) Magistrate Judge: Hon. A. Joel Richlin
14 vs.) Action Filed: August 3, 2023
15) Trial Date: August 19, 2025

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) Final Pretrial Conference: July 29, 2025 at
19 Defendants.) 10:00 a.m.
20) Courtroom: 5B

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16 CHEVRON USA, INC., a California
17 Corporation, and DOES 1 through 10,
inclusive,

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20 Defendants.

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1 Respective counsel for Plaintiff Mark Snookal and Defendant Chevron USA Inc. met at
2 least forty (40) days before the date set for the Final Pretrial Conference of July 29, 2025, and
3 conferred regarding the required subjects set forth in F.R.Civ.P. 16 and Local Rules 16 *et seq.*

4 Pursuant to Local Rule 16-4, Plaintiff Mark Snookal submits this Memorandum of
5 Contentions of Fact and Law.

Plaintiff's Claims

7 (a) **Claim:** Disability discrimination in violation of the California Fair Employment
8 and Housing Act (“FEHA”), Cal. Gov’t Cod. § 12940 *et seq.*

(b) Elements Required to Establish Plaintiff's Claim for Disability

10 | Discrimination in Violation of the FEHA:

1. That Chevron USA Inc. was an employer;
2. That Mark Snookal was an employee of Defendant Chevron USA Inc. who
3. applied for a job;
4. That Mark Snookal's dilated aortic root was a disability;
5. That Chevron USA Inc. knew that Mr. Snookal had a dilated aortic root;
6. That Mark Snookal was able to perform the essential job duties of the position for
7. which he applied, either with or without reasonable accommodation, for his
8. dilated aortic root.
9. That Chevron USA, Inc. rescinded the job offer to Plaintiff;
10. That Mark Snookal's dilated aortic root was a substantial motivating reason for
11. Defendant's decision to rescind the job offer;
12. That Mark Snookal was harmed; and
13. That Chevron USA Inc.'s conduct was a substantial factor in causing Mark
14. Snookal's harm.

25 See CACI 2540 Disability Discrimination – Disparate Treatment – Essential Factual
26 Elements

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28 | //

1 (c) **Key Evidence In Support of Plaintiff's Claim:**

2 1. Mark Snookal's testimony regarding his 12 ½ year employment with Chevron, USA,
3 Inc. and events surrounding his application for the Reliability Engineering Manager
4 ("REM") position in Escravos, Nigeria.

5 2. Documents in Mark Snookal's personnel file, including wage documents reflecting
6 his employment with Chevron USA Inc.

7 3. Documents regarding Mr. Snookal's application for the position of Reliability
8 Engineering Manager ("REM") in Escravos, Nigeria.

9 4. Chevron USA Inc.'s "Assignment Offer Letter" dated 7/1/19 to Mark Snookal and
10 Mark Snookal's acceptance of the REM position in Escravos, Nigeria.

11 5. Document - "Medical Suitability for Expatriate Assignment History & Physical
12 Examination" ("MSEA") used by Chevron for a fitness for duty examination.

13 6. Dr. Irving Sobel's, an independent doctor from Cedars Sinai testimony that Chevron
14 retained him to conduct a "fitness for duty" evaluation of Mark Snookal.

15 7. Dr. Sobel's testimony regarding the fitness for duty evaluation and his completion of
16 the MSEA form on 7/24/19 wrote that Mr. Snookal was "Fit for Duty with
17 Restrictions", to wit: "No heavy lifting >50 lbs. Needs review of recommendation
18 letter from cardiologist to clear him."

19 8. Voicemail message from Dr. Sobel to Mark Snookal re: lab results "came back fine"
20 and that Mr. Snookal needed to contact his cardiologist and get a letter "stating that
21 it's safe for you to work in Nigeria that everything is under control. No special
22 treatments are needed...."

23 9. Emails between Mark Snookal and Dr. Shahid Khan, Mark Snookal's then treating
24 cardiologist, re: rotational work in Nigeria.

25 10. Dr. Khan's July 29, 2019 letter to Chevron advising "Mr. Snookal is under my care
26 for his heart condition. It is safe for him to work in Nigeria with his heart condition.
27 His condition is under good control and no special treatments are needed...."

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1 11. Dr. Khan's August 23, 2019 email to Dr. Scott Levy, Chevron's then Regional
2 Medical Manager serving the Europe, Eurasia, Middle East & Africa Region,
3 advising that Mr. Snookal's "risk of serious complications related to his thoracic
4 aortic aneurysm is low and likely less than 2% per year. The risk is primarily related
5 to further enlargement of the aneurysm which can be tracked with an annual CT
6 scan."

7 12. Mark Snookal's medical records regarding his heart condition up to August of 2019.
8 13. Documents from Chevron USA, Inc. to Mark Snookal regarding his new assignment
9 in Escravos, Nigeria.
10 14. Job Description and Job Requirements forms for the REM position in Escravos,
11 Nigeria.
12 15. Testimony by Chevron's consulting doctors, Dr. Asekomeh, Dr. Akintunde, Dr.
13 Adeyeye, and Dr. Levy regarding the decision to rescind the REM Escravos, Nigeria
14 job offer.
15 16. Documents from Chevron doctors, Dr. Asekomeh, Dr. Akintunde, Dr. Pitan, Dr.
16 Frangos, and Dr. Adeyeye reflecting their discussions leading up to the decision to
17 "decline a job transfer to Escravos" for Mark Snookal.
18 17. Emails between Mark Snookal and Dr. Levy re: rescission of the REM offer.
19 18. Emails between Dr. Levy and Dr. Khan regarding Mark Snookal's medical condition.
20 19. Emails among Dr. Levy, Dr. Arenyeka, and Dr. Frangos regarding Mark Snookal.
21 20. Emails regarding Mr. Snookal's disability discrimination complaint to Chevron USA
22 Inc.'s Human Resources Manager, Andrew Powers.
23 21. Emails between Mr. Snookal Mr. Powers, and other Chevron USA Inc. Human
24 Resources personnel re: Mr. Snookal's rescinded job offer.
25 22. Emails between Dr. Levy and other Chevron personnel regarding rescinded job offer.
26 23. Email from Dr. Levy to Mr. Snookal re: the stated explanation for rescinding the job
27 offer.
28

1 24. Emails among Mr. Powers and others re: finding Mr. Snookal a new position given
2 that the REM position was rescinded, and his former position filled.

3 25. Testimony and Expert Report by Dr. Alexander Marmureanu, Plaintiff's expert
4 cardiothoracic surgeon. Dr. Marmureanu will testify that Plaintiff's ascending aortic
5 aneurysm and aortic root have remained stable at 4.2cm, with no significant
6 progression over several years. At this size, in his opinion, the annual risk of rupture
7 or dissection is less than 1% especially considering the stability of his condition and
8 aortic measurements. Dr. Marmureanu will testify given that Plaintiff's work would
9 be desk-based and not physically demanding, there is no evidence to suggest that his
10 condition would affect his job performance or pose an immediate risk or direct threat.

11 26. Ms. Linda Engel, L.C.S.W. employed by Kaiser provided Mr. Snookal with therapy.
12 She will authenticate her records and testify regarding the therapy and her diagnosis
13 of Plaintiff.

14 27. Constance Snookal, Mark Snookal's wife will testify regarding her husband's
15 damages.

16 28. Dr. Anthony Reading, Plaintiff's expert forensic psychologist who evaluated Mr.
17 Snookal, will testify regarding Mr. Snookal's psychological/emotional distress
18 damages.

19 29. Dr. Charles Baum, Plaintiff's economics expert, will testify and offer his expert
20 report regarding Mr. Snookal's economic damages resulting from the rescinded job
21 offer.

22 **Summary Statement of Affirmative Defenses**

23 (a) **Claim for Disability Discrimination in violation of Fair Employment
Housing Act.**

24 (b) **Defendant's Affirmative Defense:**
25 Risk to self or others.
26 Health or Safety Risk (Cal. Gov't Code 12940(a)(1) and Cal. Code Regs., tit. 2, §
27 1106(b)-(e))

1 (c) **Elements Required to Establish Defendant's Affirmative Defense:**

2 1. That managing a multidiscipline team of ~20 engineers and technicians in the
3 area of rotating equipment, instrumentation & analyzers, and electrical was an
4 essential job duty;

5 2. That there was no reasonable accommodation that would have allowed Mark
6 Snookal to perform this job duty without endangering his health or safety or
7 the health or safety of others; and

8 3. That Mr. Snookal's performance of this job duty would present an immediate
9 and substantial degree of risk to himself or others.

10
11 However, it is not a defense to assert that Mark Snookal has a disability with a
12 future risk, as long as the disability does not presently interfere with his ability
13 to perform the job in a manner that will not endanger him or others.

14
15 In determining whether Chevron USA, Inc. has proved this defense, factors
16 that you may consider include the following:

17 a. The duration of the risk;
18 b. The nature and severity of the potential harm;
19 c. The likelihood that the potential harm would have occurred;
20 d. How imminent the potential harm was; and
21 e. Relevant information regarding Mark Snookal's past work history.

22 Your consideration of these factors should be based on a reasonable medical judgment
23 that relies on the most current medical knowledge or on the best available objective
24 evidence.

25 *See CACI 2544 "Disability discrimination – Affirmative Defense – Health or Safety Risk."*

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1 (d) **Key Evidence Relied on in Opposition to the Affirmative Defense**

2 1. Dr. Sobel was retained by Defendant Chevron USA, Inc. to conduct a fitness
3 for duty examination for the REM position in Escravos, Nigeria. Dr. Sobel
4 deemed Mr. Snookal “Fit for duty with Restrictions” to wit, “no heavy lifting
5 >50lbs. Needs review of recommendation letter from cardiologist to clear
6 him.”

7 2. Mr. Snookal’s cardiologist Dr. Khan testified that Mark Snookal’s disability
8 did not at the time of his application, interfere with his ability to perform the
9 job in Escravos, Nigeria in a manner that will not endanger him or others. As
10 such, Dr. Khan wrote a letter confirming this: “Mr. Snookal is under my care
11 for his heart condition. It is safe for him to work in Nigeria with his heart
12 condition. His condition is under good control and no special treatments are
13 needed.” Moreover, given the rotational nature of the REM position, Mr.
14 Snookal would have no interruption to receiving this regular preventative care
15 in the United States.

16 3. Dr. Marmureanu who practices Thoracic and Cardiovascular Surgery and is
17 Board Certified in Cardiothoracic Surgery and General Surgery testified that
18 at the time of Mark Snookal’s application, his disability did not interfere with
19 his ability to perform the job in Escravos, Nigeria (or in another other
20 location for that matter) in a manner that would not endanger him or others.

21 4. Dr. Marmureanu also testified that the clinical data consistently indicates that
22 Mr. Snookal's ascending aortic aneurysm and aortic root have remained stable
23 at 4.2 cm, with no significant progression over several years of monitoring.
24 At this size, in his opinion, the annual risk of rupture or dissection is less than
25 1%, especially considering the stability of his condition and aortic
26 measurements.

27 5. Dr. Marmureanu also testified that given that Mark Snookal’s work would be
28 desk-based and not physically demanding, there is no evidence to suggest that

Mr. Snookal's condition would affect his job performance or pose an immediate risk or "direct threat."

6. Defendant Chevron USA, Inc.’s Dr. Scott Levy admitted that Mr. Snookal’s “proposed job in Nigeria was an office-based job...And again, I didn’t have an issue with the job at all. I don’t’ think any of us had an issue with the specific type of work he was doing.”
7. The job description and physical requirements for the REM position similarly note that the job is an office based which does not demand strenuous activity.
8. Defendant Chevron USA, Inc.’s three consulting doctors, Drs. Adeyeye, Akintunde, and Dr. Aiwujo all agreed that Mr. Snookal was “low risk for major adverse CV [cardiovascular] event.” This opinion was also expressed, in writing, by another Chevron USA, Inc. doctor, Dr. Stephen Frangos, and Dr. Levy.
9. Defendant Chevron USA, Inc.’s agent, Dr. Eshiofe Asekomeh (Chevron Nigeria) wrote that Mr. Snookal was “not fit for duty,” citing Mr. Snookal’s thoracic aneurysm. Dr. Asekomeh made this decision without communicating with Dr. Sobel, Dr. Khan or Mr. Snookal and without reviewing Mr. Snookal’s work history and without knowing what the REM position’s job duties entailed.
10. The law (set forth in CACI 2544) states “it is not a defense to assert that plaintiff has a disability with a *future risk*, as long as the disability does not *presently interfere* with his ability to perform the job in a manner that will not endanger him or others.” Even so, Dr. Khan advised Defendant that Mr. Snookal’s future risk was “low” and “likely less than 2% per year.”
11. Defendant Chevron USA Inc.’s Dr. Scott Levy advised Mark Snookal in writing, “I understand you are willing to take the risk of potentially dying on the job and do not feel it is the company’s place to make that decision for you. I agree to a certain extent and recognize your concerns about

1 paternalism. However, the company does have a right to not engage
2 individuals where their assignment could pose a ‘direct threat’ to their own
3 healthy and safety...I became involved on your case when you had requested
4 a second opinion on the initial denial and with your consent involved your
5 treating physician to better understand your specific risk...**The concern is**
6 **that if the condition were to occur**, the outcome would be catastrophic and
7 would require an immediate emergency response which is not available and
8 would most certainly result in death in Escravos....”

9 (e) **Identification of any issues of law which are germane to the case, together**
10 **with the party’s position:** Fair Employment and Housing Act, Gov’t Code § 12940 *et seq.*
11 which prohibits discrimination on the basis of a disability; the appropriate modification to
12 California Jury Instruction CACI 2544; and Cal. Code Regs., tit. 2, §1106(b)-(e)).

13 **Anticipated Evidentiary Issues:** Plaintiff is concurrently filing four motions in limine as
14 to the following issues:

15 (1) Daubert Motion to Exclude Expert Testimony of Dr. Victor Adeyeye
16 The basis for this motion is that Dr. Adeyeye is not qualified to offer expert opinions as
17 to Mr. Snookal’s risk of severe cardiac event (specifically, a rupture or dissection) due to his
18 dilated aortic root. Though Dr. Adeyeye is a cardiologist, has never treated any person with Mr.
19 Snookal’s specific condition, nor has he treated anyone who suffered a severe cardiac event. He
20 also did not use scientific methods to evaluate Mr. Snookal’s individual risk because 1) he only
21 considered one set of scans and did not review Mr. Snookal’s medical history, or changes in
22 scans over time and 2) reviewed only one relevant medical study in formulating his opinion as to
23 Mr. Snookal’s individual risks.

24 (2) Daubert Motion to Exclude Expert Testimony of Dr. Ujomoti Akintunde
25 The basis for this motion is that Dr. Akintunde is not qualified to offer expert opinions as
26 to Mr. Snookal’s risk of severe cardiac event (specifically, a rupture or dissection) due to his
27 dilated aortic root. Though Dr. Akintunde is a cardiologist, she has treated few persons with Mr.
28 Snookal’s specific condition, and has never treated anyone who suffered a rupture or dissection

1 of their dilated aortic root . She also did not use scientific methods to evaluate Mr. Snookal's
2 individual risk because 1) she only considered one set of scans and did not review Mr. Snookal's
3 medical history, or changes in scans over time and 2) reviewed only one relevant medical study
4 in formulating his opinion as to Mr. Snookal's individual risks.

5 (3) To Exclude Reference to Third-Party Medical Information

6 This motion is brought on the basis of third-party privacy rights and that references to
7 third-party medical information are irrelevant, unduly prejudicial, harassing, and a waste of time.

8 (4) To Exclude Reference to Mr. Snookal's Heart Health After September
9 2019 Mr. Snookal's medical history from September 2019 is not relevant to his disability
10 discrimination claim and has high potential for prejudice, confusion, and the waste of time. Fed.
11 R. Evid. 403. By definition, any of Mr. Snookal's subsequent medical history was not considered
12 at the time Chevron decided to rescind the Nigeria position from Mr. Snookal in August of
13 2019.

14 **L.R. 16-4.3 Bifurcation of Issues:** None anticipated.

15 **L.R. 16-4.4 Jury Trial:** All issues are triable to a jury as a matter of right. A timely demand for
16 jury trial has been made.

17 **L.R. 16-4.5 Attorneys' Fees:** The Fair Employment and Housing Act allows the recovery of
18 attorneys' fees and costs. Specifically, Gov't Code 12965(b)(6) provides that: "[i]n civil actions
19 brought under this section, the court, in its discretion, may award to the prevailing party,
20 including the department, reasonable attorney's fees and costs, including expert witness fees,
21 except that, notwithstanding Section 998 of the Code of Civil Procedure, a prevailing defendant
22 shall not be awarded fees and costs unless the court finds the action was frivolous, unreasonable,
23 or groundless when brought, or the plaintiff continued to litigate after it clearly became so."

24 **L.R. 16-4.6 Abandonment of Issues:** None.

25 DATED: July 1, 2025

ALLRED, MAROKO & GOLDBERG

26 By:


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28
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MARK SNOOKAL